

**WEIL, GOTSHAL & MANGES LLP**

Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
Ray C. Schrock, P.C. (*pro hac vice*)  
(ray.schrock@weil.com)  
Theodore Tsekerides (*pro hac vice*)  
(theodore.tsekerides@weil.com)  
Jessica Liou (*pro hac vice*)  
(jessica.liou@weil.com)  
Matthew Goren (*pro hac vice*)  
(matthew.goren@weil.com)  
New York, NY 10153-0119  
Tel: (212) 310-8000  
Fax: (212) 310-8007

**KELLER & BENVENUTTI LLP**

Tobias S. Keller (#151445)  
(tkeller@kellerbenvenutti.com)  
Peter J. Benvenutti (#60566)  
(pbenvenutti@kellerbenvenutti.com)  
Jane Kim (#298192)  
(jkim@kellerbenvenutti.com)  
650 California Street, Suite 1900  
San Francisco, CA 94108  
Tel: (415) 496-6723  
Fax: (415) 636-9251

*Attorneys for Debtors and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☒ Affects Pacific Gas and Electric Company  
☐ Affects both Debtors

*\* All papers shall be filed in the lead case,  
No. 19-30088 (DM)*

Bankruptcy Case  
No. 19-30088 (DM)

Chapter 11  
(Lead Case) (Jointly Administered)

**STIPULATION BETWEEN DEBTOR  
PACIFIC GAS AND ELECTRIC  
COMPANY AND MOVANT CARA  
FENEIS FOR LIMITED RELIEF FROM  
THE AUTOMATIC STAY**

[Relates to Dkt. Nos. 5207 – 5207-5]

[Regarding Motion Set for Hearing  
January 29, 2020 at 10:00 am]

This stipulation (the “**Stipulation**”) is entered into by and between Pacific Gas and Electric Company (the “**Utility**” or the “**Debtor**”), as debtor and debtor in possession, and movant Cara Feneis. (“**Feneis**”). The Debtor and referred to in this Stipulation collectively as the “**Parties**,” and each as a “**Party**.” The Parties hereby stipulate and agree as follows:

#### RECITALS

A. On December 26, 2019, Feneis filed the *Motion for Relief from Automatic Stay to Permit State Court Jury Trial of Cara Feneis v Pacific Gas and Electric Company* [Dkt. 5207-1] (the “**Motion**”). The Motion is scheduled for the hearing on January 29, 2019, at 10:00 am (the “**Hearing**”).

B. Debtors have not yet filed an opposition to the Motion, but intend to do so should the Motion proceed to hearing.

C. In the Motion, Feneis seeks relief from the automatic stay to prosecute her claims in the case pending in the Alameda County Superior Court (the “**State Court**”), *Cara Feneis v. Pacific Gas and Electric Company, et al.*, Case No. RG17866484 (the “**Feneis Action**”).

D. Feneis filed the Feneis Action on July 5, 2017. Her complaint alleges claims against the Utility for wrongful termination, age and sex discrimination, and retaliation in violation of California Labor Code § 1102.5(b).

E. The Utility filed its answer, denying all allegations, on September 25, 2017.

F. The Debtor and its parent, PG&E Corporation (collectively the “**Debtors**”), filed these Chapter 11 Cases on January 29, 2019 (the “**Petition Date**”).

G. On January 30, 2019, the Debtors filed a *Notice of Bankruptcy Filing and Imposition of Automatic Stay* in the Feneis Action based on these Chapter 11 Cases.

**NOW, THEREFORE, IT HEREBY IS STIPULATED AND AGREED BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE COURT TO ORDER, THAT:**

1. This Stipulation shall be effective upon entry of an order by this Court approving it.

2. The Hearing shall be taken off calendar.

3. The Parties agree to engage in a formal mediation (the “**Mediation**”) to attempt to settle their disputes that are the subject of the Feneis Action. The Parties will retain a mutually acceptable mediation neutral – Lynn Frank, if she is available – to conduct the Mediation, which will be scheduled for a mutually agreeable date and place.

4. The automatic stay shall immediately be modified, to the extent necessary, to permit the Parties to engage in the Mediation described in para. 3 above. The automatic stay shall remain in place for all other purposes.

5. If the Parties’ settlement efforts, including the Mediation, do not result in a settlement between Utility and Feneis, Feneis may put the Motion back on calendar on at least 21 days’ notice.

6. This Court shall retain jurisdiction to resolve any dispute regarding, and to enforce, the terms of this Stipulation and the order approving it.

Dated: January 17, 2020

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

/s/ Peter J. Benvenutti  
Peter J. Benvenutti

*Attorneys for Debtors  
and Debtors in Possession*

Dated: January 17, 2020

PERETZ & ASSOCIATES

/s/ Yosef Peretz  
Yosef Peretz

*Attorneys for Cara Feneis*